ORDER FOR SUPPLIES OR SERVICES								PAGE 1 OF 9				
				ORDE	R FOR SU	UPPLIES C	JR SERVICE	S				
1. CONTR	ACT PURCH O	RD	ER/AGREEMENT NO.	2. DELIV	ERY ORDER	/CALL NO.	3. DATE OF ORD (YYYYMMMDD)		L 4. REQU	UISITION/PURCH RE	QUEST NO.	5. PRIORITY
W56	HZV-04-P-1	17	<u>5</u>	CODE	W56HZV	7 ADMINIST	2004JUN29 TERED BY (If other t	than 6)	SEE S	CODE S:	2101A	DOA4 8. DELIVERY FOB
TACOM WARREN AMSTA-AQ-AHED JANE ELLIOTT (586)574-7098 WARREN, MICHIGAN 48397-5000 EMAIL: ELLIOTTJ@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL						DCM 217 SUI BAL	A BALTIMORE EAST RED WOO TE 1800 TIMORE, MD 21	OD ST 1202-5	5299	- CO22 <u></u>		DESTINATION X OTHER (See Schedule if other)
9. CONTR	ACTOR			CODE	01359	SCD: C			ELIVER TO F	ADP PT: HQ033 OB POINT BY (Date)		11. X IF BUSINESS IS
FAIRCHILD CONTROLS CORPORATION 540 HIGHLAND STREET NAME AND ADDRESS FREDERICK, NM. 21701							• (YYYYMMDD) SEE SCHEDULE 12. DISCOUNT TERMS					X SMALL SMALL DISADVANTAGED WOMAN-OWNED
	• TYPE E	BUS	INESS: Other Sma	all Bus:	iness Peri	forming in	• U.S.		AIL INVOICE Block 15	S TO THE ADDRESS	IN BLOCK	
14. SHIP T				CODE		15. PAYMEN DFA DFA P.O	T WILL BE MADE I S-COLUMBUS CE S-CO/SOUTH EN D. BOX 182264 JUMBUS, OH 432	BY ENTER NTITLE	EMENT OPER	COD	DE HQ0338	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
16. TYPE	DELIVERY/ CALL		THIS DELIVERY ORDER	R IS ISSUED	ON ANOTHER O	GOVERNMENT AC	GENCY OR IN ACCORT	DANCE W	TTH AND SUBJE	ECT TO TERMS AND COM	NDITIONS OF ABOV	E NUMBERED CONTRACT.
OF ORDER	PURCHASE	х			furnish the fol	llowing on terms	s specified herein.					
			ACCEPTANCE. THE							MBERED PURCHASI AND AGREES TO PE		MAY PREVIOUSLY HAVE ME.
						SIGNED (MMMDD)						
SEE	SCHEDULE										FMS REQUI	тиун а
18. ITEM		СНЕ	EDULE OF SUPPLIES/SI	ERVICE			20. QUANTITY ORDERED/ ACCEPTED*	<i>v</i>	21. UNIT	22. UNIT PRICE	23. AMOUNT	KEPIEN I
	CONT Fi KINI	TRA irm D O	CHEDULE ACT TYPE: A-Fixed-Price DF CONTRACT: Oly Contracts and	d Price	d Orders							
	accepted by the		· · · · · · · · · · · · · · · · · · ·	4. UNITED	STATES OF A	GAGE /SIGN	ED/				25. TOTAL 26.	\$1,304.70
If different quantity o	t, enter actual qu rdered and encir	uant rcle.	ity accepted below	BY:	GAGEL@TA	COM. ARMY.M	IIL (586)574-7		TRACTING/O	ORDERING OFFICER	DIFFERENCES	3
	PECTED	7		ACCEPTEI), AND CONFO	ORMS TO CON	TRACT EXCEPT AS	S NOTEI	D			
b. SIGNA	TURE OF AUTI	HOE	RIZED GOVERNMENT I				c. DATE (YYYYMMMD		d. PRINTEI	D NAME AND TITLE SENTATIVE	OF AUTHORIZE	D GOVERNMENT
e. MAILI	NG ADDRESS C)F A	AUTHORIZED GOVERN	MENT RE	PRESENTATI	IVE	28. SHIP. NO.		29. D.O. VOU	CHER NO.	30. INITIALS	
f. TELEPHONE NUMBER g. E-MAIL ADDRESS						PARTIA FINAL		32. PAID BY 33.			33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT				34. CHECK NU	JMBER		
a. DATE	MMDD)		b. SIGNATURE AND	TITLE OF	CERTIFYING	OFFICER	PARTIA FINAL				35. BILL OF L	ADING NO.
37. RECE	***************************************						40. TOTAL CO TAINERS)N-	41. S/R ACCOUNT NUMBER 42. S/R VOUCHER NO.			

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Name of Offeror or Contractor: Fairchild Controls Corporation

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 0000-00-000-0000 FSCM: 00000 PART NR: E131116711 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	10	EA	\$130.47000	\$1,304.70
	NOUN: SIGHT GLASS PRON: J547H906EH PRON AMD: 01 ACRN: AA AMS CD: YUM050 CUSTOMER ORDER NO: J54YUM50EHIS FMS CASE IDENTIFIER: IS-B-YUM				
	Packaging and Marking				
	BEST COMMERCIAL EXPORT PACKAGING.				
	ITEMS SHALL BE PACKAGED AND MARKED IN ACCORDANCE WIT STANDARD COMMERCIAL PRACTICE AS DEFINED IN ASTM-3951 98.				
	MARKING OF EXTERIOR PACK TO BE IN ACCORDANCE WITH MI STD-129P DATED 2-10-04. IN ADDITION TO THE MARKING REQUIREMENTS OF MIL-STD-129P THE OUTER PACKAGE SHALL MARKED WITH THE 14 DIGIT MILSTRIP AND THE PART NUMBE BAR CODING NOT REQUIRED.	BE			
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BISB4N4093E848 DA2YUM L DISB00 3 PROJ CD BRK BLK PT DIS002 DEL REL CD QUANTITY DEL DATE 001 10 31-AUG-2004				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (DIS002) GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE CO G AND B PACKING COMPANY 8 HOOK ROAD BAYONNE NJ 07002-5082				

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Name of Offeror or Contractor: FAIRCHILD CONTROLS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE LAZAD METOSIM ISRAEL				
	CONTRACT/DELIVERY ORDER NUMBER W56HZV-04-P-1176/0000				
	EARLY SHIPMENT IS ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT.	Þ			
	PLEASE VERIFY "MARK FOR" ADDRESS WITH DCMC.				
	ITEMS MUST BE INSPECTED BY A U.S. GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE PRIOR TO SHIPMENT. INSPECTION, ACCEPTANCE AND DD250 PROVISIONS ARE INCLUDED IN THIS ORDER.				
	THE BEST SOURCE FOR HELP IN GOVERNMENT CONTRACTS IS YOUR AREA'S SMALL BUSINESS OFFICE AND/OR YOUR AREA DCMC. IF YOU STILL NEED ASSISTANCE CONTACT TACOM BUY! IN BLK 6.	ER			
	PLEASE MAIL ADDITIONAL COPY OF DD250 TO:				
	US ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND ACQUISITION CENTER ATTN: AMSTA-AQ-AHED#101/SNAP WARREN, MI 48397-5001				
	PLEASE FAX ADDITIONAL COPY OF DD250 TO:				
	FAX MACHINE: (586)574-8047				
	CONTRACTOR MUST CONTACT DCMC PRIOR TO SHIPMENT TO VERIFY SHIP TO ADDRESS.				
	DCMC STANDS FOR DEFENSE CONTRACT MANAGEMENT CENTER.				
	YOU MAY OBTAIN THE TELEPHONE NUMBER BY CONTACTING INFORMATION FOR THE COGNIZANT ADMINISTRATION OFFICE: BLOCK 7 OF YOUR CONTRACT. YOU SHOULD THEN REQUEST THE PHONE NUMBER FOR THE ADMINISTRATIVE CONTRACTING OFFICER (ACO) ASSIGNED TO YOUR COMPANY. THE ACO WILL ALSO PROVIDE YOU THE NUMBER FOR YOUR TRANSPORTATION OFFICE AND THE GOVERNMENT QUALITY ASSURANCE (QAR) REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR INSPECTING YOUR ORDER.	Ē			
	(End of narrative F001)				

CONTINUATION SHEET			Reference No. of Document Being Continued					Page 4 of 9			
	CONTINUATION SHEET					PIIN/SIIN W56HZV-04-P-1176			MD		
Name	of Offeror or	Cont	ractor	FAIRCHILD	CONTROLS CORPO	RATION					
CONTRAC	T ADMINISTRA	TION I	DATA								
	PRON/						JOB				
LINE	AMS CD/		OBLG				ORDER	R	ACCOUNTI	NG	OBLIGATED
<u>ITEM</u>	MIPR	<u>ACRN</u>	STAT	ACCOUNTING	CLASSIFICATION		NUMBI	<u>ER</u>	STATION		AMOUNT
0001AA	Ј547Н906ЕН	AA	2	9711 X8242I	SO1X6D1000YUM	050252GISS20113	4C8J2	AS	W56HZV	\$	1,304.70
	YUM050										
	J54YUM50EHI	S									
									TOTAL	\$	1,304.70
SERVICE								CCOUNT	-		OBLIGATED
NAME	<u>TOTA</u>	L BY	<u>ACRN</u>		CLASSIFICATION			CATION	1		AMOUNT
Army		AA		9711 X8242I	SO1X6D1000YUM	050252GISS20113	W	56HZV		\$_	1,304.70

TOTAL \$ 1,304.70

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Name of Offeror or Contractor: Fairchild Controls Corporation

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
2	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
4	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
5	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
6	52.242-10	F.O.B. ORIGINGOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
7	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
8	52.246-2	INSPECTION OF SUPPLIESFIXED PRICE	AUG/1996
9	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in	APR/1984
		paragraph (a) of the clause applies in this contract. The agency	
		name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE &	
		ARMAMENTS COMMAND	
10	52.247-29	F.O.B. ORIGIN	JUN/1988
11	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR	APR/1984
		WATER TERMINAL TRANSSHIPMENT POINTS	
12	52.247-65	F.O.B. ORIGIN - PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
13	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
14	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I	DEC/2000
		dated Dec 2000)	
15	52.246-4005	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	FEB/1995
	(TACOM)		

- (a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN
 - (b) Origin inspection shall take place at the site specified below:

FAIRCHILD CONTROLS CORPORATION 540 HIGHLAND STREET FREDERICK, MD 21701-5721

[End of Clause]

16 52.246-15 CERTIFICATE OF CONFORMANCE

APR/1984

- (a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection or inspection and acceptance have occurred.
- (b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.
- (c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.
 - (d) The certificate shall read as follows:

I certify that on <u>(date)</u> , the <u>(insert Contractor's name)</u> furnished the supplies or services called for by Contract number _
via <u>(Carrier)</u> on <u>(Identify the bill of lading or shipping document)</u> in accordance with all applicable
requirements. I further certify that the supplies or services are of the quantity specified and conform in all respects with the
contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item
identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date	of	Execution:	

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CONTINUATION SHEET	PIIN/SIIN W56HZV-04-P-1176	MOD/AMD		
Name of Offeror or Contractor: FAIRCHILD (CONTROLS CORPORATION			
Signature:				

[End of Clause]

ADDITIONAL REQUIREMENTS (TACOM) (NOV 1983)

Title:

- (a) The Certificate of Conformance shall be executed by an official authorized to sign the contract.
- (b) In addition to the required distribution of the Certificate(s) as set forth in FAR 52.246-15, the Contractor shall distribute an additional copy of each Certificate to the Procuring Contracting Officer.

[End of Requirements]

17 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT

MAR/2003

- (a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.
- (b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

18 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT

DEC/1991

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, <u>Material Inspection and Receiving Report</u>, of the Defense FAR Supplement.

(End of clause)

- 19 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) MAY/2002
- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
 - (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or

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Name of Offeror or Contractor: FAIRCHILD CONTROLS CORPORATION

having national status under the laws of the United States.

- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
- (1) The Contractor is reselling or distributing to the Government without adding value (generally,

the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;

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Name of Offeror or Contractor: FAIRCHILD CONTROLS CORPORATION

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

20 TACOM METHODS OF SHIPMENT SEP/1978

The Contractor will request:

??(i) Government Bills of Lading and

(ii) routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or

(iii) authorization to ship on Commercial Bills of Lading to be converted to Government Bills of Lading at destination from the transportation office, administering DCMC, ten days in advance of the date on which material is ready for shipment. Appropriate forms for said requests shall be furnished to the Contractor by the cognizant DCMC. The Contractor shall prepare and address said forms as directed by the Administrative Contracting Officer (ACO) or his duly authorized representative.

52.225-4000 21 VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES APR/2000 (TACOM)

At least 10 days prior to the first shipment of supplies under this order, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this order.

[End of Clause]

22 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 JAN/2002 (TACOM)

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://webl.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

23 52.246-4040 INSPECTION AND ACCEPTANCE -- COUNT AND CONDITION APR/2000 (TACOM)

The Government will inspect the supplies described Section B of the contract. The inspection will be limited to count and condition only. This limited inspection does not waive any other rights of the Government under this contract.

[End of Clause]

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Name of Offeror or Contractor: FAIRCHILD CONTROLS CORPORATION

(TACOM)

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
 - (1) Government/Commercial Bills of Lading or US Postal Services;
 - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
 - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
 - (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]